

TOGETHER with all and singular the buildings, improvements, rights, ways, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED, that if the said principal sum of money loaned aforesaid, and the interest thereon, shall be paid when due, and if all the covenants herein mentioned shall be performed, then this mortgage shall be void.

AND PROVIDED, that until default be made in the premises, the said Samuel E. Sless, shall possess the mortgaged premises as of his present estate therein.

AND PROVIDED, that if default shall be made in the payment of the said principal or interest, in whole or in part, when due, or upon any default being made in the performance of any covenant or condition of this mortgage, then the whole mortgage debt hereby secured shall there upon be deemed due and payable, and it shall be lawful for Charles C. Waters and Charles McCuthigs or the survivor of them, as Trustees, or in case of their or his death or declining to execute said trust, then for any other trustee to be appointed by order of the Circuit Court for Frederick County, in Equity, in place of the said deceased or declining trustees, (consent being hereby given by the said mortgagors upon a petition to be filed by the said mortgagee to said court for the appointment of such trustee,) or by any assignee of this mortgage, to sell the said property and premises hereby mortgaged, either on the premises or at the Court House door in Frederick, Maryland, by public auction for cash, after having first given at least three weeks, previous notice of such sale by advertisement inserted at least once a week in some newspaper published in Frederick County, stating the time, place, manner and terms of sale; and such other notice, if any, as the person or persons making said sale shall elect; and to apply the proceeds of such sale to the payment, in the first place of all expenses of such sale including the usual Chancery commissions and a reasonable counsel fee, and then to the payment of the mortgage debt in full with all interest thereon up to the time of payment, and the surplus, if any, to pay, the same to the said Samuel E. Sless his personal representatives or assigns.

And the said Samuel E. Sless, covenant and agree with the said CENTRAL TRUST COMPANY OF MARYLAND:

- 1st. That he will pay the mortgage debt aforesaid and all interest that may accrue thereon.
- 2nd. And that he will keep, during the continuance of this mortgage, the building erected on the said mortgaged premises insured for a reasonable sum in some safe and reliable fire insurance company, paying the premiums and assessments thereon as they fall due and payable, and that they will cause the same to be made payable, to the said CENTRAL TRUST COMPANY OF MARYLAND as a further and additional security for the payment of said mortgage debt.
- 3rd. That should the said Samuel E. Sless fail in this particular, and the said CENTRAL TRUST COMPANY OF MARYLAND pay the premiums and assessments necessary to keep said policy of insurance in force, the sum so paid, with interest thereon, shall be a lien on the said mortgaged property as though included in the first instance in the mortgage itself.
- 4th. That in case the mortgage debt is paid after the property is advertised for sale under the power herein given and before same is sold, to pay the accrued costs and expenses, counsel fees and one-half commissions.

WITNESS OUR HANDS AND SEALS.

Witness:

*Calvin S. Lohr*

*Samuel E. Sless* (Seal)

(Seal)

